

**Notice of Development Opportunity
(NODO)**

3455 & 3461 Champion Street, Oakland, CA

January 16, 2016

A. INTRODUCTION

The City is pleased to offer an exciting opportunity for a well-qualified business entity to operate a restaurant or restaurant related retail/commercial use to serve as a key attraction within the Dimond District, one of Oakland's upcoming neighborhood districts. Investment and Development interest in Oakland's neighborhoods is increasing and as more professionals and businesses are moving to the city. The Dimond District is an attractive neighborhood because it is close to freeways, public transportation, shopping and restaurants. The neighborhood's borders are roughly Interstate 580 (MacArthur Freeway) and Highway 13 on the south and north and Fruitvale Blvd. and Coolidge Ave. on the west and east. The district is also situated near the Fruitvale, Glenview and Laurel Districts, each with sizable residential neighborhoods, within walking distance of this development opportunity site.

Some of the more well-known shops and markets in that area are Farmer Joe's Market, Safeway, Peet's, Oaklandish Shop, and La Farine Bakery. Additionally Dimond District is located within 5-10 minutes of Oakland's best trails East bay regional parks, including Joaquin Miller, and Redwood Regional parks.

The community was very interested in a dining spot that offers an opportunity for socializing, good food and could help market the District, particularly as an evening dining choice.

The City is seeking proposals from qualified and interested owner-users/developers to purchase and develop property in the Dimond neighborhood located at 3455 & and 3461 Champion Street, Oakland, CA into a full service restaurant or restaurant related retail/commercial use. The list price is \$425,000.

The Economic Development team will assist with expediting the permit approval process and will monitor the permit application through development review and approval process. Furthermore, the Economic Development staff will act as a liaison and provide selected buyer assistance with navigating the City departments and processes and coordination with the community.

B. SUBMITTAL REQUIREMENTS

Written Responses to this NODO are due by 5:00 p.m. on Friday, March 16, 2016. All packages should contain a transmittal letter **and five (5) hard copies** of the complete response. The use of size 12 Font in Times New Roman type or larger is required. Packages should be directed to the following address only:

**City of Oakland
Real Estate Services Department
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA. 94612
Attention: Anthony J. Reese, MBA
Real Estate Agent
510-238-6357
areese@oaklandnet.com**

During the evaluation period, City staff may request written clarifications of proposals and may, at their sole discretion, hold discussions with all or any of the development teams under serious consideration.

The submission requirements are indicated below in the order listed below. In order to facilitate review by the City staff, please submit materials under clearly labeled **tabs for each section and subsection in the order listed in the evaluation criteria noted below.**

C. EVALUATION CRITERIA

The nature of the proposed project and the **proposed purchase price** will be major factors in the selection criteria; however, the selection process will also weigh additional City objectives such as how well the project serves the public interest. The City will use the following criteria in assessing developer proposals.

1. Experience of Developer Team and Key Individuals (8 points)

- a) Success in projects of similar type, with particular emphasis on urban areas.
- b) Record of completing a minimum of two (2) developments of similar nature on budget and on schedule.
- c) Project experience with local governments and other public agency permitting and approval processes.
- d) Demonstrated success in maintaining high quality, efficiently operated projects.
- e) Business experience in the City of Oakland
- f) Respondent's professional references which shall include a minimum of three references associated with the operation of a restaurant, bar, or other commercial use.

2. Project Design (7 points)

- a. Describe in detail the restaurant concept being proposed and how it will fit into and complement the culture and quality of life for the Dimond District
- b. Project description and conceptual architectural rendering indicating the layout of space, color scheme, style of interior, including any modification to building exterior or grounds.
- c. Respondent shall provide narrative (and if possible illustrations) of the theme, look and feel of the proposed use. Concept will ultimately be shared with community.
- d. Staff and customer parking plan.
- e. Respondent shall provide space plan for interior and exterior operations of the total gross square feet of both lots.
- f. Itemized interior and exterior improvement plan, itemized budget and staffing plan for operations.

3. Financial Capacity (15 points)

- a) Evidence of development team to raise sufficient equity/debt capital to carry the project to completion in a reasonable time.
- b) Financial strength of developer and other team members (personal and corporate). Please be specific and include financing references where appropriate.
- c) Commitment and ability to fund pre-development activities.
- d) Respondent shall provide financial statements for the prior two years and year-to-date financial statements for existing Oakland based business operations owned or operated by Respondent.
- e) No seller financing is available

4. Project Financial Feasibility (15 points)

- a) Respondent shall provide detailed financial information for how Owner/Operator will fund the start-up costs, tenant improvement cost and three year operations proforma.
- b) Development schedule and timeline to complete the development.
- c) On-going revenue to the City of Oakland.

5. Community and Public Objectives (10 points)

- a) Demonstrated ability to work with the City to develop designs that are sensitive to the architectural environment.
- b) Willingness to incorporate green building and energy efficient components in the design of their projects.
- c) Willingness to comply with Local and Small Business participation requirements. These programs and their guidelines are available from the Contract Compliance Office of the City Administrator's Office or by visiting their website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>
- d) Jobs created and commitments to hire Oakland residents.
- e) Willingness to comply with other City policies, procedures found on the City's websites at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>
- f) Compliance with zoning and public works requirements, ability to secure a conditional use permit and other licenses as required.
- g) Business hours of operation appropriate for the surrounding community.
- h) Project that will increase the vitality of the Dimond District Neighborhood.
- i) Willingness to work with neighborhood stakeholders on the project concept.

6. Other Factors as Appropriate (Other relevant considerations developer would like the City to consider) (5 points)

7. Quality and completeness of proposal. (5 points)

8. Purchase offer price & net proceeds to the City (**20 points**)
9. A compelling concept and viable restaurant or restaurant related retail or commercial use. (**15 points**)

D. CITY OF OAKLAND REQUIREMENTS

The following City requirements are APPLICABLE TO ALL PROPOSALS:

1. Environmental

Prior to execution of a Development Disposition Agreement (DDA), the project must be assessed in accordance with the California Environmental Quality Act (CEQA).

2. Nondiscrimination

All recipients of this NODO must agree not to discriminate on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis or any other protected class under state and federal law.

3. Conflict of Interest

No public official of the City who participates in the decision-making process concerning a project may have or receive a direct or indirect economic interest in the developer or the project. RFP recipients are responsible for ensuring that such conflicts of interest do not occur.

4. Public Records

Applicants should understand that under the California Public Records Act and the City's Sunshine Ordinance, all documents that are submitted in response to this RFP including financial information, are considered public records and will be made available to the public upon request.

5. Property Conditions

Respondent shall acknowledge receipt of the preliminary title report, marketing packet and attachment #2 which is the property disclosures memo dated 12-5-12. The selected Respondent is required to conduct her/his own property, area and document inspections. The Property will be sold "as-is, where is."

6. Property Encumbrance

A Development Disposition Agreement, Conditions Covenants and Restrictions and / or a Deed Restriction will be recorded against to ensure compliance with the terms and conditions agreed upon. The City for its sole benefit will create a +/-25 feet by +/-40 feet permanent easement for the Fiber Optics Hub located on 3461 Champion St.

7. The City reserves the right to accept or reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the Request for Proposal without liability, obligation, or commitment to any party, firm or organization. Further, a proposal **MAY BE REJECTED** for any of the following reasons without limitation:
 - A. Proposal received at designated location after designated time.
 - B. Proposal not in compliance with the City of Oakland Local and Small Local Business Enterprise Program and/or any of the required submittal exhibits missing.
 - C. Proposal not containing the required elements organized in the required format.
 - D. Proposal considered not fully responsive to this NODO.
 - E. Proposal contains excess or extraneous material not called for in the NODO.
 - F. Proposal containing inaccurate or misleading responses and/or information.
 - G. Below is the list of prohibited uses. This list is subject to change at the sole discretion of the City of Oakland;
 - I. Any form of adult entertainment (direct or indirect)
 - II. Any activity directly or indirectly connected with the municipal marijuana industry
 - III. Any activity directly or indirectly connected with the sale of tobacco
 - IV. Any activity directly or indirectly connected with the sale of fire arms or ammunition
 - V. Any other activity directly or indirectly prohibited by zoning, federal, state, county and / or City statute.
 - VI. Plan for amplified sound (by City issued permit only)
8. All responses to the NODO become the property of the City of Oakland. The NODO does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
9. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the NODO process, to obtain further information from any and all consultant teams and to waive any defects as to form or content of the NODO or any responses by any respondents and /or their consultant teams.

In addition, the City reserves the right to request and obtain additional information from any respondent and / or their consultant team submitting a

proposal, and to negotiate the final scope of work and services, fee schedule or purchase offer price with the selected respondent(s).

10. Once a final award is made, all NODO responses become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

E. Proposed Schedule of bidding activities – Subject to change

1. Public solicitation	January 15, 2016
2. Property Inspection (a)	January 29, 2016 (2:00 p.m. to 4:00 p.m.)
(b)	February 3, 2016 (10:00 a.m. to Noon)
(c)	February 8, 2016 (10:00 a.m. to Noon)
3. Bid submittal deadline	March 16, 2016
4. Interviews with respondents (if necessary)	March 21 through March 25, 2016
5. Staff review and ranking	April 8, 2016
6. City Council Closed Session	May 6, 2016
7. Approval by City Council	May 31, 2016
8. Target award date	June 6, 2016
9. Finalize Purchase & Sale Agreement & DDA	June 30, 2016

THE ABOVE DATES ARE STAFF ESTIMATES AND MAY CHANGE WITH OR WITHOUT NOTICE AT THE SOLE DETERMINATION OF THE CITY. THE CITY IS NOT RESPONSIBLE FOR ANY EVENTS OR INCONVENIENCES AS A RESULT OF CHANGES TO THE ABOVE SCHEDULE.

F. Post-Bid Interviews

If necessary the Post-Bid interviews will be conducted during the week of March 21 2016. Post-Bid interviews will be conducted on an “as needed” basis. The purpose for the interview is to allow staff to secure clarity regarding components of the proposal submitted.

G. PROPOSAL NEGOTIATION AND AWARD OF CONTRACT

The selected respondent will be invited to exclusive negotiations regarding the terms of the purchase and sale agreement and the Disposition Development Agreement, Conditions Covenants & Restrictions or Deed Restrictions. If agreement cannot be reached in a reasonable time frame (as determined by the City of Oakland or its designee) with the selected respondent, regarding the final scope of work, the respondent’s acquisition and development budget and business plan negotiations will proceed with the next highest scoring respondent until an agreement is reached or the list is exhausted.

H. Ethical Standards

The respondent will conduct work in a manner that will uphold the values, integrity, and respect of the profession.

The respondent will uphold the stated intent as well as the letter and spirit of applicable City policies, laws, City Ordinances and regulations which are adopted by governmental bodies or agencies with jurisdiction.

The respondent will not engage in, encourage, or condone dishonesty, fraud, deceit, discrimination, or misrepresentation in the solicitation, preparation, or use of work prepared by me or under my direction.

The respondent will fully disclose to the City of Oakland any economic, ethical or potentially unethical relationships which could reasonably be interpreted as a conflict of interest by the City of Oakland's Auditor's Office or by other affected parties with regard to my professional work related to this development project.

The respondent will ensure a good faith effort at full disclosure, technical accuracy, sound methodology, clarity, and objectivity in the collection, analysis, interpretation, and presentation of information by me or under my direction.

The respondent will achieve and maintain the highest level of professional competency, for him/her self, their employees, contractors and consultants.

I. Letter of Acknowledgement

The respondent or principle of the respondent's signature on the submittal attests to the accuracy and truthfulness of their submittal.

J. Length of Time Bid Valid

The statements made in the submitted proposal must not expire sooner than 90 days from the submittal deadline.

K. Changes to the NODO

In the event that additional information, documents, requirement changes are issued after the respondent's submittal. The bidder is required to acknowledge (in writing) within five business days of receipt that they have received and reviewed the update material(s). The acknowledgement is evidence of receipt not agreement.

L. Notice of Conflicts or Errors in Documents

If the respondent notices a conflict or error in the NODO they are required to notify the City within three business days of becoming aware of said conflict or error.

M. Clarification of Bids

If the City of Oakland request clarification on subject matter submitted in the respondent's response, the respondent will have five business days to respond to said inquiry from the City of Oakland.

N. Conflict of Interest Disclosure

If the respondent has an economic interest in any of the subcontractors or supplier used to fulfill the obligations of the NODO they are required to disclose (in writing) said interest to the City prior to contract award. If any subcontractor has an economic interest in any supplier used to fulfill the obligations of this NODO they are required to disclose (in writing) said interest to the City prior to contract award.

The respondent is required to disclose if any City employees have an economic interest in the respondent's company, subcontractors or suppliers.

The respondent is required to disclose all pending disputes with the City of Oakland prior to contract award.

Respondents shall avoid all conflicts of interest in its relationship with the City. Respondent specifically agrees to the following:

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with or entering into a lease with Respondent if the Respondent or an employee, officer or director of Respondent's company, or any immediate family of the preceding, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or lease or otherwise participate in the making of the contract or lease. The making of a contract or lease includes actions that are preliminary or preparatory to the selection of a contractor or lease such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids, NODO's and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

Respondent covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this NODO. Without limitation, the Respondent represents to and agrees with the City that no conflict of interest is created between enter into a contract or lease with the City hereunder and any interest Respondent may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.

O. Other Respondent Disclosures

- I. Please disclose the details of all current claims, prior, pending and current lawsuits against the City of Oakland, the Prior Redevelopment Agency or the Successor Agency. This applies to all persons and entities with ownership interest.
- II. Please disclose the subject matter of all current claims, prior or pending lawsuits resulting from business operations. This applies to all persons and entities with ownership interest.
- III. Respondent shall disclose the details of campaign contributions, gifts of money, property or services to members of the Oakland City Council.

ATTACHMENTS

1. Marketing Package, City owned Parcel Descriptions and Maps
2. Property disclosure memo dated 12-5-12

ATTACHMENT NO. 1

*City of Oakland
Commercial
Surplus Real Property
Sale*

The deadline to submit proposals is March 16, 2016

The City of Oakland is offering the following parcels of real property for sale to the public. The parcels are located in the Dimond Commercial area of Oakland, near the Fruitvale exit off Highway 580. The subject Property is adjacent to Farmer Joes and within walking distance to CVS Pharmacy, Bank of America, Wells Fargo Bank, and MacDonald's. The subject Property is situated at the neighborhood's transition point between residential and light commercial. The cross street is MacArthur Blvd.

The City is most interested in the development of a restaurant however the City will consider proposals for other uses.

The City, for its sole benefit will create a +/-25 feet by +/-40 feet permanent easement for the Fiber Optics Hub located on 3461 Champion St. A Development Disposition Agreement, Conditions Covenants and Restrictions and / or a Deed Restriction will be recorded against the property to ensure compliance with the terms and conditions agreed upon regarding the future development of the property.

#	ASSESSOR PARCEL NUMBER (APN)	ADDRESS	Bldg Size (Sq. Ft.)	Lot Size (Sq. Ft.)	Development Guidelines	Status	Deposit	Price
1	028-0905-013-02	3455 Champion St.	+/- 3,275	+/- 6,531	General Plan	Vacant	\$42,500	\$425,000
2	028-0905-009-00	3461 Champion St.	+/- 225	+/- 1,713	/Zoning	Occupied	For both	For both

Interested parties are welcome to submit a proposal and deliver to the below noted contact a money order, cashier or certified check for the earnest money deposit of no less than ten (10%) for the accepted price for the properties. Information regarding this properties and any future surplus sale will be available on the City of Oakland's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/NeighborhoodInvestment/o/RealEstate/index.htm> or contact:

**CITY OF OAKLAND
REAL ESTATE SERVICES
250 FRANK H. OGAWA PLAZA, SUITE 4314 OAKLAND, CA 94612
OFFICE (510) 238-3541**

**CONTACT: Anthony J. Reese, MBA
Real Estate Agent
areese@oaklandnet.com
DIRECT LINE: 510- 238- 6357**

IMPORTANT NOTE

As part of presenting an offer to purchase, Purchaser will deliver to the City a cash deposit* of ten (10%) of the offered purchase price for the properties. In event purchaser's offer is successful and Purchaser defaults or does not perform, the 10% deposit will be forfeited and is non-refundable. Information regarding these properties and any future surplus sale will be available on the City of Oakland's web site www.oaklandnet.com or contact:

**CITY OF OAKLAND
REAL ESTATE SERVICES
250 FRANK H. OGAWA PLAZA, SUITE 4314 OAKLAND, CA 94612
OFFICE (510) 238-3541**

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that offers will be received by the Real Estate Services Division on behalf of the City of Oakland (the "City"), beginning **January 16, 2016**. **The deadline to submit proposals is March 16, 2016**, for the purchase of this City-owned property located in Oakland, California (the "Property") under the following terms and conditions:

TERMS: No seller financing

***DEPOSIT:** All purchasers must present, at the time of their offers either a CASHIER'S CHECK, Certified Check or MONEY ORDER made payable to the title company selected by the City in the amount of the required deposit.

The successful purchaser, upon making the mandatory deposit, will be required to sign a Purchase and Sales Agreement containing provisions for forfeiture of deposit and/or bonds for breach of any conditions set forth in this Notice of Sale and/or the Purchase and Sales Agreement.

Forfeiture of Deposit: The deposit shall be forfeited and nonrefundable in the event of the successful purchaser's failure or refusal to complete the purchase of any property as required by this Notice of Sale.

The balance of the amount between the accepted purchase price and the required deposit for each Property shall be payable to the City of Oakland by cash, cashier's check or money order, and delivered to the Manager of Real Estate Services or the delegated representative at closing of escrow after acceptance of the offer and approval of the sale to the successful purchaser by the Oakland City Council. The successful purchaser shall pay all recording fees, documentary transfer and sales taxes including, if any, personal property sale taxes as required by law.

The instrument of transfer of title for each property shall be a Quitclaim Deed delivered to each successful purchaser, upon payment to the City of the entire amount of the accepted offer for each property.

The Planning Commission of the City of Oakland is instructed not to recommend for approval an application for zoning reclassification of each property for a period of two years from the date of sale by the City unless the application contains a statement in detail of the changes in circumstances which in the opinion of the Planning Commission does, in fact, justify a zoning reclassification.

ALL PROPERTIES ARE SOLD IN "AS IS" CONDITION. The successful purchaser agrees that, as of close of escrow, it will be acquiring the property in an "as-is" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous waste that may be located on, under, or around the property, whether known or unknown, and successful purchaser assumes all responsibilities for such faults and conditions.

The City of Oakland makes no representation as to the potential use of this property. Purchaser should check with the Planning Department regarding building restrictions, compliance and ultimate development, etc. The Planning Commission of the City of Oakland is instructed not to recommend for approval an application for zoning reclassification of each property for a period of two years from the date of sale by the City unless the application contains a statement in detail of the changes in circumstances which in the opinion of the Planning Commission does, in fact, justify a zoning reclassification.

The right, title and interest in the property to be sold shall not exceed that vested in the City of Oakland and the sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations whether or not of record and to exceptions that may be shown in the Preliminary Title Report. **The City of Oakland does not assume any liability for possible encumbrances of any kind on this property.** If buyer desires title insurance, it is to be obtained at buyer's sole expense. Prospective purchasers should consult local title companies if more complete information regarding the title of this property is required.

No warranty is made by the City of Oakland relative to the ground locations, property lines or the accuracy of the public records and/or the assessor's parcel maps related to this property.

Should the successful purchaser desire a survey of the property, this may be accomplished by an independent survey at the purchaser's sole expense.

The property is not assessed for taxes while vested in the City. It will, however, be assessed after transfer into private ownership.

The sale of the property is exempt from CEQA. Buyer should be aware that if buyer seeks some form of approval or permit for development subsequent to buyer's purchase of this property, the local agency might require an environmental document and/or environmental analysis before giving its approval or permit.

This property may be situated within the Special Studies Zone as designated under the Alquist-Priolo Special Studies Zones Act, Sections 2621-2625, inclusive of the California Public Resource Code. As such, approval of any future construction or development of any structure for human occupancy on this property may be subject to the findings contained in a geologic report prepared by a geologist registered in the State of California. **No representations on this subject are made by the City of Oakland** and any prospective buyer should make their own inquiry or investigation onto the potential effect of this Act on this property.

This property may be a creekside property thereby requiring special land use approvals, including, without limitation, a creek protection permit for any work done on the property. Use or development of a creekside property may require significant professional consulting services, technical study, limitations or modifications pertaining to density, proposed building size, character or location, CEQA/other environmental review, additional permits from other regulatory agencies, limitations on use, development, subdivision, and/or use of the property. Any such expenses would be at buyer's sole expense. **The City of Oakland makes no representations** on with respect to the land use or other permitting issues that may affect this site or with respect to buyer's ability to develop or improve the site. Any prospective purchaser bears the sole responsibility for investigating the status and development feasibility of the property, which may include, without limitation, an official creek determination (available through the City), independent professional consulting services, and/or a planning pre-application for development of the site.

This property may include protected trees requiring the procurement of a tree protection permit for any work done on the property. **No representations on this subject or impact on future development is made by the City of Oakland**, and any prospective purchaser should make their own inquiry or investigation onto the potential effect of this status on the property.

There may be certain improvements located on the property, such as previously constructed foundations that may need to be removed, require additional City approvals or conditions which may limit the use and development of this property. **No representations on this subject or impact on future development is made by the City of Oakland** and any prospective purchaser should make their own inquiry or investigation onto the potential effect of these improvements on the use or development of this property.

The City of Oakland reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the City. **The City Council reserves the right to reject any and all offers without stated cause.**

Development Team Expenses

Development teams responding to this NODO do so at their own expense. The City will not reimburse development teams for any costs related to this NODO or any activities conducted during the negotiation period.

Liability Waiver

By responding to this NODO, every member of each development team waives any claim, liability or expense whatsoever against the City and its respective officers, commissioners, employees and volunteers.

Development Team's Responsibility

After transfer or execution of a ground lease for the property, the selected development team will be solely responsible for construction of all improvements according to the City-approved construction documents, and in accordance with applicable City building codes. This includes, but is not limited to, all on-site improvements and any changes from existing conditions, including site remediation, underground utilities, street lighting, curbs, gutters, street trees and sidewalks.

City Non-Responsibility

The Property will be conveyed to the selected development team in an "as is" condition without warranties. The City has no obligation to perform any site remediation; demolish any improvements on the site; remove, relocate or install utilities; complete on-site or off-site preparation work or improvements or make any changes whatsoever to existing conditions prior to conveyance of the Property to the developer.

Geotechnical and Environmental Investigations

All geotechnical and environmental investigations prior to transfer of the Property must be conducted by licensed companies retained by developer for that purpose, which investigations may only occur upon the issuance of a Right of Entry by city staff, which may be included in the ENA.

Right To Modify Or Suspend NODO

The City's issuance of this NODO is not a promise or an agreement that the City will actually enter into any contract. The City reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to do the following:

- Modify, suspend or terminate any and all aspects of the selection process, including, but not limited to this NODO and all or any portion of the developer selection process from the date on which this NODO is issued until the parties approve a ENA;
- Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions;
- Reject any and all submittals;
- Request some or all Respondents to revise submittals;
- Waive any defects as to form or content of the NODO or any other step in the selection process;
- Reject all proposals and reissue the NODO;
- Procure the desired proposals by any other means or not proceed in procuring the proposals;
- Negotiate and modify any and all terms of an agreement;
- Accept or reject any respondent for exclusive negotiations. The City may modify, clarify and change this NODO by issuing one or more written addenda. Addenda will be posted on the City's website, and notice of the posting will be sent by electronic mail to each party that attended the pre-bid meeting and signed-in. The City will make reasonable efforts to notify interested parties in a timely manner of modifications to this NODO but each Respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the City. Therefore, the City strongly encourages interested parties to check the City's web page for this NODO frequently.

Public Records

Applicants should understand that under the California Public Records Act and the City's Sunshine Ordinance, all documents that are submitted in response to this Notice, including financial information, are considered public records and will be made available to the public upon request.

Respondent's Duty to Investigate

It is the sole responsibility of the selected respondent to investigate and determine the condition of the Property and the suitability of the conditions for any proposed improvements and use. The information presented in this NODO and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this NODO or other documents is accurate and complete. The City provides no representations, assurances or warranties pertaining to the accuracy of the information. Respondents are responsible for

reviewing all portions of this NODO and any other information provided by the City in relation to this NODO. Respondents are to notify the City in writing of any ambiguity, discrepancy, omission or other error in this NODO promptly after discovery, but in no event later than fifteen (15) business days before the deadline to submit submittals. Any concerns over ambiguity, discrepancy, omission or other error in this NODO from an interested party not provided to the City in a timely fashion will not be able to be accommodated or addressed. The City's failure to object to an error, omission or deviation in any submittal will in no way modify this NODO or excuse Respondents from full compliance with the requirements of this NODO.

EXHIBIT "A"

PROPERTY SUMMARY

AUCTION PARCEL

LOCATION: 3455 Champion Street, Oakland

ASSESSOR PARCEL NO: **028-0905-013-02**

ASKING PRICE: \$425,000 for both parcels

REQUIRED DEPOSIT: \$42,500 or 10% of purchase offer price for both parcels

DESCRIPTION:

Building Size: +/- 3,275 square feet

Lot Size +/- 6,530 square feet

Shape: Rectangular

Topography: Almost Level

Zoning: CN-1

Utilities: Purchaser to verify independently

Access: Available from street. The cross street is MacArthur Blvd.

Improvements: An old fire station

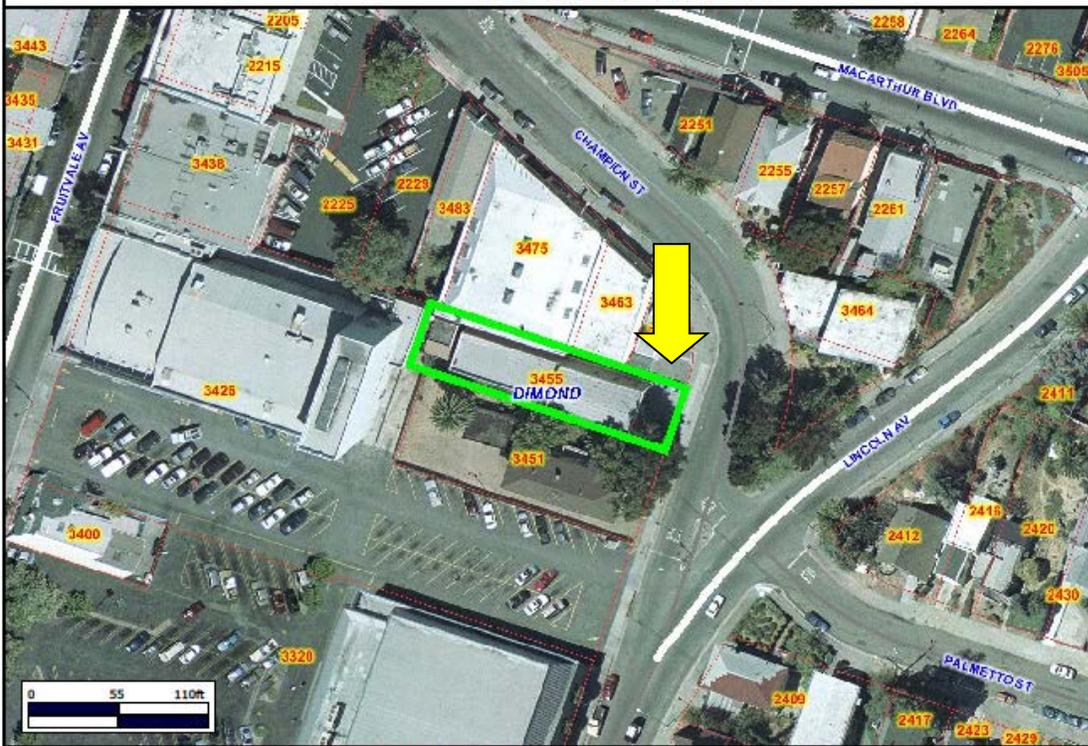
Occupancy: Vacant

City Council District: Four

Historical Status: Purchaser to verify independently

3455 Champion Street

APN 028-0905-013-02



Legend

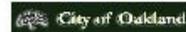
- Selected Features
- City Limits
- Parcels
- Freeways
- Major Sts
- Streets
- Water
- 2000 ORTHOPHOTOS



It is imperative that you obtain BOTH the Zoning and General Plan designations for the property(s) you are searching for.

Questions? Contact a planner at (510)238-3911.

Printed: 8/10/2011 3:34:35 PM



Assessor Parcel Number 028-0905-013-02
3455 Champion St., Oakland, CA



EXHIBIT “B”

PROPERTY SUMMARY

AUCTION PARCEL
LOCATION: 3461 Champion Street, Oakland

ASSESSOR PARCEL NO: **028-0905- 009-00**

ASKING PRICE: \$425,000 for both parcels

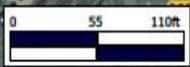
REQUIRED DEPOSIT: \$42,500 or 10% of purchase offer price for both parcels

DESCRIPTION:

- Building Size: +/- 225 square feet
- Lot Size +/- 1,712 square feet
- Shape: Irregular
- Topography: Almost Level
- Zoning: CN-1
- Utilities: Purchaser to verify independently
- Access: Available from street. The cross street is MacArthur Blvd.
- Improvements: Cable Utility Hub & above ground 500 gallon diesel fuel tank
- Occupied: Yes, the City, for its sole benefit will create a +/-25 feet by +/-40 feet permanent easement for the Fiber Optics Hub located on this property
- City Council District: Four
- Historical Status: Purchaser to verify independently

3461 Champion Street

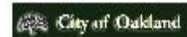
APN 028-0905-009-00



It is imperative that you obtain BOTH the Zoning and General Plan designations for the property(s) you are searching for.

Questions? Contact a planner at (510)238-3911.

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Legend

-  Selected Features
-  City Limits
-  Parcels
-  Freeways
-  Major Sts
-  Streets
-  Water
-  2000 ORTHOPHOTOS

Assessor Parcel Number 028-0905-009-00
3461 Champion St., Oakland, CA



Oakland, California Retail Area Profile for the Dimond / Dimond District Business District

2010 Demographics - Dimond

	½ mile	1 mile	3 miles
Population	9,705	42,774	268,574
Median Age	40	38.2	38.2
Total Households	3,773	14,953	101,362
Median HH Income	56,933	52,763	48,917
Average HH Size	2.5	2.8	2.8
Number of Employees	1,723	6,250	97,828

2010 Demographics – Dimond District

	½ mile	1 mile	3 miles
Population	11,357	40,709	237,564
Median Age	37.4	37.7	36.3
Total Households	3,930	13,795	78,060
Median HH Income	45,710	53,273	48,785
Average HH Size	2.9	2.9	3
Number of Employees	1,833	4,011	47,136

Traffic Counts

Corridor / Location	Back	Ahead
I-580 @ Fruitvale Ave.	148,000	175,000
I-580 @ Coolidge Ave.	169,000	148,000
I-580 @ 35th Ave.	144,000	169,000
I-580 @ High St.	130,000	144,000

Oakland Retail Facts; Five Billion Retail Market, One Billion leakage in comparison to goods purchased, Total household income exceeds ten Billion, Façade and tenant improvement grants, Hiring tax credits and other tax incentives

anchors / Draws; Farmer Joe’s Market, World Ground Café, Dimond District Ace Hardware, Phenom Phen, La Faring Bakery, Bank of America, Dimond District Book Store, Kragen Auto, Lucky Supermarket, Citibank, Safeway, Dimond Library, Radio Shack, Paws & Claws, Peet’s Coffee & Teas, Las Comales and Mills College

***this data is deemed reliable but not guaranteed. The buyer is encouraged to collect her/his own market data.**

ATTACHMENT NO. 2

Date: 12-5-12
To: Property File
From: Anthony Reese, Real Estate Agent
Re: Purchase and Sales Agreement for 3455 & 3461 Champion St. APN 028-0905-013-02 & 028-0905-009-00 City is the Seller.

Disclosures

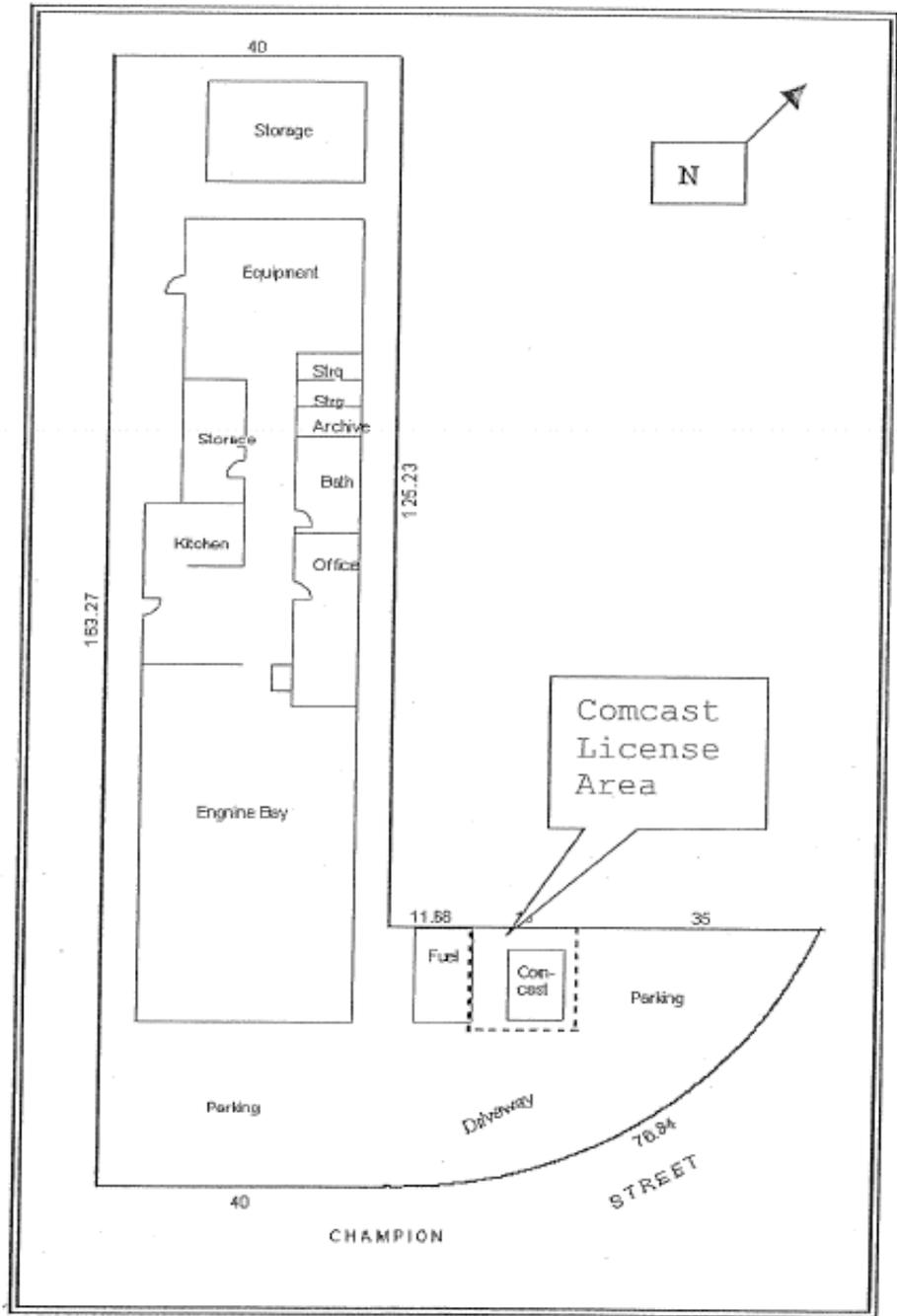
Fire Department staff has disclosed the following possible issues:

- a. There is visual evidence of a prior roof leak. Visually the roof does not appear to be leaking now
- b. There may be mold or mildew in the building
- c. There may be lead based paint in the building
- d. Asbestos may be present in the building
- e. Both rolling doors are not to code
- f. Building has an 100 amp electrical panel
- g. Possible +/- 4 ft. encroachment by rear neighbor (Farmer Joes)
- h. The City operated an underground 500-gallon diesel storage tank until its removal in 1999. Visual observations and soil samples indicated no significant leakage. A small amount of soil was removed and the County issued a case closure letter on October 5, 1999
- i. The City of Oakland is not cooperating by paying the buyer's broker commission
- j. The property has not been seismically retrofitted
- k. The property does not have a fire suppression system
- l. The City has not conducted any in-depth property inspections
- m. The City is selling the Property "as-is, where-is"
- n. City Council must approve the terms and conditions of the sale.
- o. The City for its sole benefit will create a +/-25 feet by +/-40 feet permanent easement for the Fiber Optics Hub located on 3461 Champion St
- p. The City is most interested in the development of a restaurant
- q. The City is not offering financing
- r. A Development Disposition Agreement, Conditions Covenants and Restrictions and / or a Deed Restriction will be recorded against the property to ensure compliance with the terms and conditions agreed upon regarding the future development of the property

This is not intended to be an all inclusive disclosure list. Staff does not possess the expertise to comment on the actual condition of the property, title, environmental issues, zoning, potential uses, etc. It is the buyer's responsibility to conduct her/his own investigation of property and the area surrounding the area.

Floor Plan

heat and minimal finishes. The rear of the building features plaster and drywall partitions, and demised kitchen, and a bath room, and various storage



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probably be in the range of \$20/sf to \$30/s

